

0-053A097

# CRAVATH, SWAINE & MOORE

ALLEN F MAULSBY  
STEWART R BROSS, JR  
JOHN R HUPPER  
SAMUEL C BUTLER  
BENJAMIN F CRANE  
JOHN F HUNT  
GEORGE J GILLESPIE, III  
THOMAS D BARR  
MELVIN L BEDRICK  
GEORGE T LOWY  
ROBERT ROSENMAN  
ALAN J HRUSKA  
JOHN E YOUNG  
JAMES M EDWARDS  
DAVID G ORMSBY  
DAVID L SCHWARTZ  
RICHARD J HIEGEL  
FREDERICK A O SCHWARZ, JR  
CHRISTINE BESHAR  
ROBERT S RIFKIND  
DAVID BOIES  
DAVID O BROWNWOOD  
PAUL M DODYK  
RICHARD M ALLEN  
THOMAS R BROME  
ROBERT D JOFFE  
ROBERT F MULLEN  
HERBERT L CAMP  
ALLEN FINKELSON  
RONALD S ROLFE  
JOSEPH R SAHID  
PAUL C SAUNDERS

MARTIN L SENZEL  
DOUGLAS D BROADWATER  
JOSEPH A MULLINS  
MAX R SHULMAN  
STUART W GOLD  
JOHN W WHITE  
JOHN E BEERBOWER  
EVAN R CHESLER  
PATRICIA GEOGHEGAN  
D COLLIER KIRKHAM  
MICHAEL L SCHLER  
DANIEL P CUNNINGHAM  
KRIS F HEINZELMAN  
B ROBBINS KIESSLING  
ROGER D TURNER  
PHILIP A GELSTON  
RORY O MILLSON  
NEIL P WESTREICH  
FRANCIS P BARRON  
RICHARD W CLARY  
WILLIAM P ROGERS, JR  
JAMES D COOPER  
STEPHEN L GORDON  
ROBERT A KINDLER  
DANIEL L MOSLEY  
GREGORY M SHAW  
PETER S WILSON  
JAMES C VARDELL, III  
ROBERT H BARON  
KEVIN J GREHAN  
W CLAYTON JOHNSON  
STEPHEN S MADSEN

WORLDWIDE PLAZA  
825 EIGHTH AVENUE  
NEW YORK, N. Y. 10019

TELEPHONE (212) 474-1000  
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WRITER'S DIRECT DIAL NUMBER

33 KING WILLIAM STREET  
LONDON EC4R 9DU ENGLAND  
TELEPHONE 1-606-1421  
FACSIMILE 1-860-1150

RECORDATION NO 16494-E FILED 1425

FEB 22 1990 -12 05 PM

INTERSTATE COMMERCE COMMISSION

February 21, 1990

Amendment Agreement No. 2A Dated as of February 1, 1990  
Amending Conditional Sale Agreement  
Filed under Recordation No. 16494 and  
Lease of Railroad Equipment Filed Under  
Recordation No. 16494-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Trailer Train Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 2A dated as of February 1, 1990, among Mercantile-Safe Deposit and Trust Company, as Agent, Trailer Train Company, as Lessee, and The Connecticut National Bank, as Trustee.

Amendment Agreement No. 1 amends the Conditional Sale Agreement and Lease of Railroad Equipment each dated as of August 1, 1989, previously filed and recorded with the Interstate Commerce Commission on August 28, 1989, at 3:45 p.m., Recordation No. 16494.

*Handwritten signature: C. H. Harrison*

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to revise the schedules of debt amortization, equipment, rents and casualty and termination values.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 16494-E.

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to Allen Harrison, Esq., who will arrange to pick them up if you call him at (202) 663-6093.

Very truly yours,

*Laurance V. Goodrich*  
Laurance V. Goodrich  
as Agent for  
Trailer Train Company

Noreta R. McGee, Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

Encls.

Copy to Allen Harrison, Esq.,  
Wilmer, Cutler & Pickering,  
2445 M Street, N.W.,  
Washington, D.C. 20037-1420.

80A

**Interstate Commerce Commission**  
Washington, D.C. 20423

2/27/90

OFFICE OF THE SECRETARY

Laurance V. Goodrich  
Cravath, Swaine & Moore  
Worldwide Plaza  
825 Eighth Avenue  
Washington, D.C. 10019

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/22/90 at 12:05pm and assigned recordation number(s). 16494-E & 16495-E

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

16494 E  
FILED 143

**INTERSTATE COMMERCE COMMISSION**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK)

IN WITNESS WHEREOF, the undersigned has hereunto  
affixed his signature this 21st day of February, 1990.

Laurance V. Goodrich

Diana Montalvo  
Notary Public

**DIANA MONTALVO**  
**Notary Public, State of New York**  
**No. 43-4836041**  
**Qualified in Richmond County**  
**Commission Expires November 30, 1991**

RECORDATION NO. \_\_\_\_\_ FILED 1425

FEB 22 1990 -12 05 PM

[Ref. TTX Lease No. 31A]  
[P91626]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2A dated as of February 1, 1990, among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation ("Agent"), TRAILER TRAIN COMPANY, a Delaware corporation ("Lessee"), and THE CONNECTICUT NATIONAL BANK, a national banking association, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement dated as of August 1, 1989, with Ameritrust Company National Association.

WHEREAS the Trustee and certain sellers have entered into a Conditional Sale Agreement dated as of August 1, 1989, as amended ("CSA");

WHEREAS such sellers have assigned their interests to the Agent and such sellers do not have any interest in this Amendment Agreement;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1989, as amended ("Lease");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement referred to in the CSA and the Lease;

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on August 28, 1989, at 3:45 p.m., recordation number 16494 and 16494-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, on August 29, 1989, at 3:21 p.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 1A dated as of September 25, 1989, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 28, 1989, at 3:05 p.m., Recordation Number 16494-D and deposited with the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 29, 1989, at 11:14 a.m.; and

WHEREAS pursuant to Section 3.04 of the Lease and Section 16(c) of the related Participation Agreement, it is

necessary to amend the Lease and the CSA to take into account certain assumptions set forth in said Section 3.04; which turned out to be incorrect; and

WHEREAS the parties also desire to amend the Equipment tables in the CSA and the Lease to reflect only the Equipment actually settled for under the CSA and to delete the balance of the Equipment; and

NOW THEREFORE, the parties hereto agree as follows:

1. The CSA is hereby amended to delete Schedule I to the CSA in its entirety and to substitute therefor the Schedule I attached hereto.

2. The CSA is hereby amended to delete Annex B to the CSA in its entirety and to substitute therefor the Annex B attached hereto.

3. The Lease is hereby amended to delete Schedule A to the Lease in its entirety and to substitute therefor the Schedule A attached hereto.

4. The Lease is hereby amended to delete Schedule B to the Lease in its entirety and to substitute the Schedule B attached hereto.

5. The Lease is hereby amended to delete Schedule C to the Lease in its entirety and to substitute therefor the Schedule C attached hereto.

6. Section 7.08 of the Lease is hereby amended to change the percentage in the proviso to "50.55%".

7. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

8. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

9. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303 and such additional rights arising out of the

filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

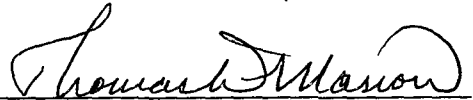
10. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada in accordance with the provisions of Article 18 of the CSA and Section 1501 of the Lease.

11. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swain & Moore, special counsel for Agent.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officer, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

TRAILER TRAIN COMPANY,

by



Name: Thomas D. Marlon

Title: Treasurer

Executed on February 8, 1990

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity but solely  
as Agent,

by

  
Name: R. E. Schreiber  
Title: VICE PRESIDENT

Executed on February 8, 1990

(Corporate Seal)

Attest:

\_\_\_\_\_  
Corporate Trust Officer

(  
THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity  
but solely as Trustee,

by

\_\_\_\_\_  
Name:  
Title:

Executed on February , 1990



MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, not in its  
individual capacity but solely  
as Agent,

by

\_\_\_\_\_  
Name:

Title:

Executed on February , 1990

(Corporate Seal)

Attest:

\_\_\_\_\_  
Corporate Trust Officer

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity  
but solely as Trustee.

by

\_\_\_\_\_  
Name:

Title: MICHAEL M. HOPKINS  
VICE PRESIDENT

Executed on February 9, 1990

ACCORD FINANCIAL SERVICES, INC.

AT12F\_F2 2/06/90 11:59:05 1

## \*\*\*\* LOAN AMORTIZATION ALL LOANS \*\*\*\*

Lessor: AmeriTrust Co., N.A.  
 Lessee: Trailer Train  
 Equipment: Intermodal Flatcars  
 FINAL PRICING, 12/89 CLOSING AND REOPT, FINAL

## Loan Amortization for LN1

Amount: 10000000.00

Average Debt Life: 14.870152 years

Duration: 7.657577 years discounting at 9.817647 effective

Debt Rate: 9.587831%  
 9.480000% from 2/14/90

Date	Takedown	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
8/29/89	8102529.20	0.00	0.00	0.00	8102529.20
12/28/89	1897470.80	0.00	0.00	0.00	10000000.00
2/14/90	0.00	0.00	379305.49	379305.49	10000000.00
6/15/90	0.00	0.00	318633.33	318633.33	10000000.00
12/15/90	0.00	0.00	474000.00	474000.00	10000000.00
6/15/91	0.00	0.00	474000.00	474000.00	10000000.00
12/15/91	0.00	0.00	474000.00	474000.00	10000000.00
6/15/92	0.00	49424.63	474000.00	523424.63	9950575.37
12/15/92	0.00	0.00	471657.27	471657.27	9950575.37
6/15/93	0.00	190176.30	471657.27	661833.57	9760399.07
12/15/93	0.00	0.00	462642.92	462642.92	9760399.07
6/15/94	0.00	208205.01	462642.92	670847.93	9552194.06
12/15/94	0.00	0.00	452774.00	452774.00	9552194.06
6/15/95	0.00	227942.85	452774.00	680716.85	9324251.21
12/15/95	0.00	0.00	441969.51	441969.51	9324251.21
6/15/96	0.00	249551.83	441969.51	691521.34	9074699.38
12/15/96	0.00	0.00	430140.75	430140.75	9074699.38
6/15/97	0.00	273209.35	430140.75	703350.10	8801490.03
12/15/97	0.00	0.00	417190.63	417190.63	8801490.03
6/15/98	0.00	249169.00	417190.63	666359.63	8552321.03
12/15/98	0.00	0.00	405380.02	405380.02	8552321.03
6/15/99	0.00	370669.26	405380.02	776049.28	8181651.77
12/15/99	0.00	0.00	387810.29	387810.29	8181651.77
6/15/00	0.00	392339.14	387810.29	780149.43	7789312.63
12/15/00	0.00	0.00	369213.42	369213.42	7789312.63
6/15/01	0.00	416728.88	369213.42	785942.30	7372583.75
12/15/01	0.00	0.00	349460.47	349460.47	7372583.75

D'ACCORD FINANCIAL SERVICES, INC.

AT12F\_F2 2/06/90 11:59:05 2

## \*\*\*\* LOAN AMORTIZATION ALL LOANS \*\*\*\*

Lessor: AmeriTrust Co., N.A.  
 Lessee: Trailer Train  
 Equipment: Intermodal Flatcars  
 FINAL PRICING, 12/89 CLOSING AND REOPT, FINAL

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Amount: 10000000.00

Average Debt Life: 14.870152 years

Duration: 7.657577 years discounting at 9.817647 effective

Debt Rate: 9.587831%

9.480000% from 2/14/90

Date	Takedown	Principal Repayment	Interest Amount	Total Debt Service	Loan Balance
6/15/02	0.00	442635.56	349460.47	792096.03	6929948.19
12/15/02	0.00	0.00	328479.54	328479.54	6929948.19
6/15/03	0.00	470152.78	328479.54	798632.32	6459795.41
12/15/03	0.00	510360.20	306194.30	816554.50	5949435.21
6/15/04	0.00	0.00	282003.23	282003.23	5949435.21
12/15/04	0.00	597419.00	282003.23	879422.23	5352016.21
6/15/05	0.00	0.00	253685.57	253685.57	5352016.21
12/15/05	0.00	869215.22	253685.57	1122900.79	4482800.99
6/15/06	0.00	0.00	212484.77	212484.77	4482800.99
12/15/06	0.00	955717.01	212484.77	1168201.78	3527083.98
6/15/07	0.00	0.00	167183.78	167183.78	3527083.98
12/15/07	0.00	1193197.85	167183.78	1360381.63	2333886.13
6/15/08	0.00	0.00	110626.20	110626.20	2333886.13
12/15/08	0.00	1114133.16	110626.20	1224759.36	1219752.97
6/15/09	0.00	0.00	57816.29	57816.29	1219752.97
12/15/09	0.00	1219752.97	57816.29	1277569.26	0.00
Total:	10000000.00	10000000.00	14101170.44	24101170.44	

TRAILER TRAIN COMPANY  
ANNEX B TO THE CONDITIONAL SALE AGREEMENT AND  
SCHEDULE A TO THE LEASE OF RAILROAD EQUIPMENT (NO. 31A),  
EACH DATED AS OF AUGUST 1, 1989

BUILDER/ CAR TYPE	QUANTITY	CAR NUMBERS (INCLUSIVE)	UNIT COST	TOTAL COST	DELIVERY PERIOD	CONTRACT
TRINITY INDUSTRIES, INC.:						
* FIVE-PLATFORM ARTICULATED ALL-PURPOSE SPINE FLATCARS WITH RETRACTABLE HITCHES FOR CARRYING TRAILERS OR CONTAINERS - TTAX.	42	76000, 76002-76035, 76143-76149.	\$145,030.80	\$6,091,293.60 **	OCT.-NOV., 1989	T-1089-P
SINGLE-PLATFORM FRONT- RUNNER FLATCARS WITH SINGLE- AXLE TRUCKS FOR CARRYING TRAILERS - TTOX.	492	145601-145649, 145651-146026, 146028-146094.	\$30,932.90	\$15,218,986.80 **	JAN.-JUNE, 1989	T-1088-P
* FIVE-PLATFORM ARTICULATED SPINE FLATCARS FOR CARRYING CONTAINERS - NTTX.	34	66106-66139.	\$110,017.50	\$3,740,595.00 **	JAN.-APR., 1989	T-4088-P
THRALL CAR MANUFACTURING CO.:						
FIVE -PLATFORM ARTICULATED TRAILER CARS - TTLX.	55	60401,60403- 60408,60410- 60414,60416- 60454,60562, 60563,60566, 60568.	\$128,205.40	\$7,051,297.20	MAY-JUNE, 1989	T-5088-T
	623			\$32,102,172.60		

Annex B  
&  
Schedule A

\* NOT SUBJECT TO THE CUSHIONING REQUIREMENTS OF THE AAR INTERCHANGE RULES.

\*\* F.O.B. TRINITY PLANT.

## Ameritrust

Schedule B to  
the LeaseBasic Rent Schedule  
Percentage of Purchase Price\*

Rental Date -----	Advance Rent -----	Arrears Rent -----
15-Jun-90	0.0000000	0.0000000
15-Dec-90	3.6498000	0.0000000
15-Jun-91	0.0000000	5.0780795
15-Dec-91	3.6498000	0.0000000
15-Jun-92	0.0000000	5.0780795
15-Dec-92	3.6317610	0.0000000
15-Jun-93	0.0000000	5.0961185
15-Dec-93	3.5623505	0.0000000
15-Jun-94	0.0000000	5.1655291
15-Dec-94	3.4863598	0.0000000
15-Jun-95	0.0000000	5.2415197
15-Dec-95	3.4031652	0.0000000
15-Jun-96	0.0000000	5.3247143
15-Dec-96	3.3120838	0.0000000
15-Jun-97	0.0000000	5.4157957
15-Dec-97	3.2123678	0.0000000
15-Jun-98	0.0000000	5.5155117
15-Dec-98	3.1214261	0.0000000
15-Jun-99	0.0000000	7.5459822
15-Dec-99	2.9861393	0.0000000
15-Jun-2000	0.0000000	7.6812690
15-Dec-2000	2.8429433	0.0000000
15-Jun-2001	0.0000000	7.8244650
15-Dec-2001	2.6908456	0.0000000
15-Jun-2002	0.0000000	7.9765627
15-Dec-2002	2.5292925	0.0000000
15-Jun-2003	0.0000000	8.1381158
15-Dec-2003	6.2874697	0.0000000
15-Jun-2004	0.0000000	4.3799386
15-Dec-2004	6.7715511	0.0000000
15-Jun-2005	0.0000000	3.8958572
15-Dec-2005	8.8388058	0.0000000
15-Jun-2006	0.0000000	1.8286025
15-Dec-2006	9.1876234	0.0000000
15-Jun-2007	0.0000000	1.4797849
15-Dec-2007	10.6674083	0.0000000
15-Jun-2008	1.0442915	0.0000000
15-Dec-2008	9.6231168	0.0000000
15-Jun-2009	0.6376552	0.0000000
15-Dec-2009	10.0297531	0.0000000
15-Jun-2010	0.0000000	0.0000000
Fixed Rate Renewal Period -----		
15-Dec-2010, and each rent payment date during the Fixed Rate Renewal Term	0.0000000	2.4728992

-----  
\*As defined in Article 4 of the CSA

Ameritrust

Schedule C  
to the Lease

## Casualty Values and Termination Values\*

Dates	Casualty Values and Termination Values as Percentage of Purchase Price
6/15/90	108.95043
12/15/90	113.80550
6/15/91	109.74262
12/15/91	114.19816
6/15/92	109.78318
12/15/92	113.93704
6/15/93	109.25522
12/15/93	113.18767
6/15/94	108.30817
12/15/94	112.03696
6/15/95	106.94958
12/15/95	110.46016
6/15/96	105.13847
12/15/96	108.46325
6/15/97	103.05196
12/15/97	106.28380
6/15/98	100.79420
12/15/98	103.96042
6/15/99	96.46170
12/15/99	99.49146
6/15/ 0	91.85764
12/15/ 0	94.74229
6/15/ 1	86.96513
12/15/ 1	89.69566
6/15/ 2	81.76625
12/15/ 2	84.33306
6/15/ 3	76.24194
12/15/ 3	78.63487
6/15/ 4	70.21137
12/15/ 4	72.41430
6/15/ 5	63.77629
12/15/ 5	65.78241
6/15/ 6	56.85522
12/15/ 6	58.67483
6/15/ 7	49.54371
12/15/ 7	51.17052
6/15/ 8	41.78280
12/15/ 8	42.12719
6/15/ 9	33.59095
12/15/ 9	34.15169
6/15/10	25.00000

Optional Fixed Rate  
Renewal Period:15-Dec-2010, and each  
rent payment date  
during the Fixed Rate  
Renewal Term

25.00000

\* The Casualty Value and Termination Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as set forth in the above schedule opposite such date.